

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7844775

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	LICENSE AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	M. ARTHUR GENSLER JR. & ASSOCIATES	06/06/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ARPER SPA	
<b>Street Address:</b>	VIA LOMBARDIA, 16	
<b>Internal Address:</b>	MONASTIER DI TREVISO	
<b>City:</b>	TREVISO	
<b>State/Country:</b>	ITALY	
<b>Postal Code:</b>	I-31050	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	35512404
	Application Number:	35512393
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(770)951-0933	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	770 933-9500	
<b>Email:</b>	j.campbell@thip.law	
<b>Correspondent Name:</b>	THOMAS   HORSTEMEYER, LLP	
<b>Address Line 1:</b>	3200 WINDY HILL ROAD	
<b>Address Line 2:</b>	SUITE 1600E	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30339	
<b>ATTORNEY DOCKET NUMBER:</b>	221009-1125/1135 (2)	
<b>NAME OF SUBMITTER:</b>	SCOTT A. HORSTEMEYER	
<b>SIGNATURE:</b>	/Scott horstemeyer/	
<b>DATE SIGNED:</b>	03/14/2023	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 11</b>		
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500 S. Figueroa                      Tel    213.327.3600  
Los Angeles CA 90071              Fax   213.327.3601  
USA

**Gensler**

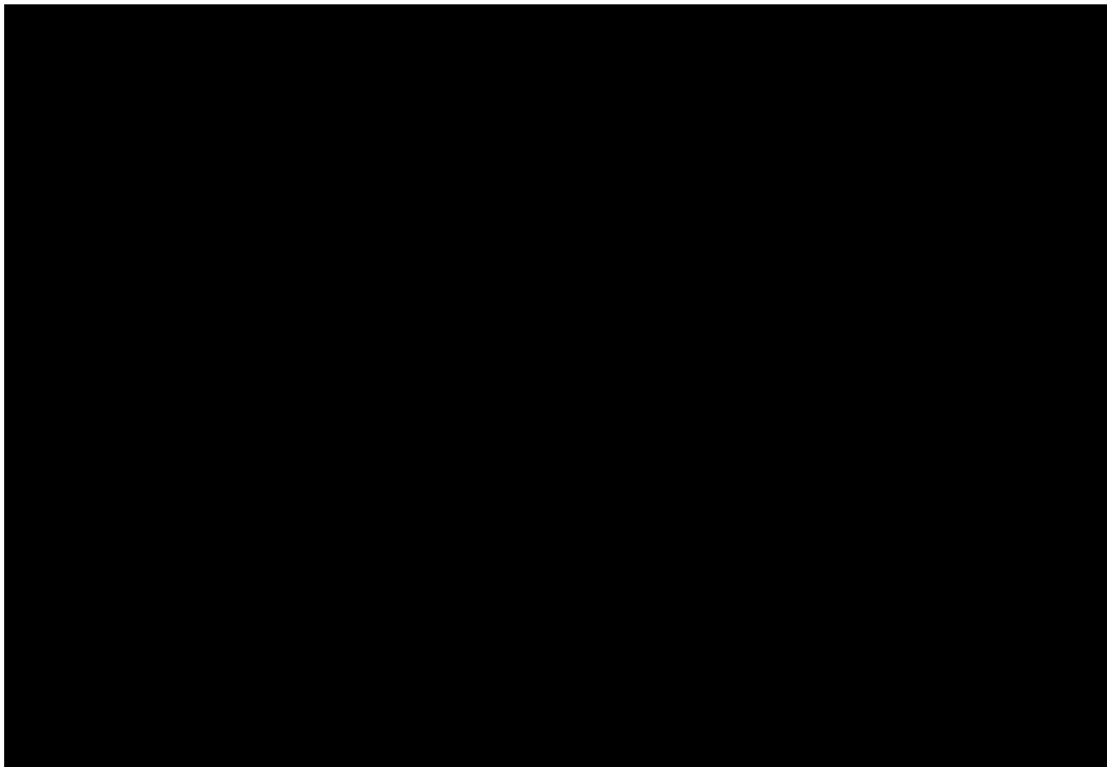
June 06, 2018

Arper SPA  
Via Lombardia, 16 31050  
Monastier di Treviso (TV) Italy

**Subject: Agreement for Product Design Consulting Service for Design of a  
Plastic Chair**

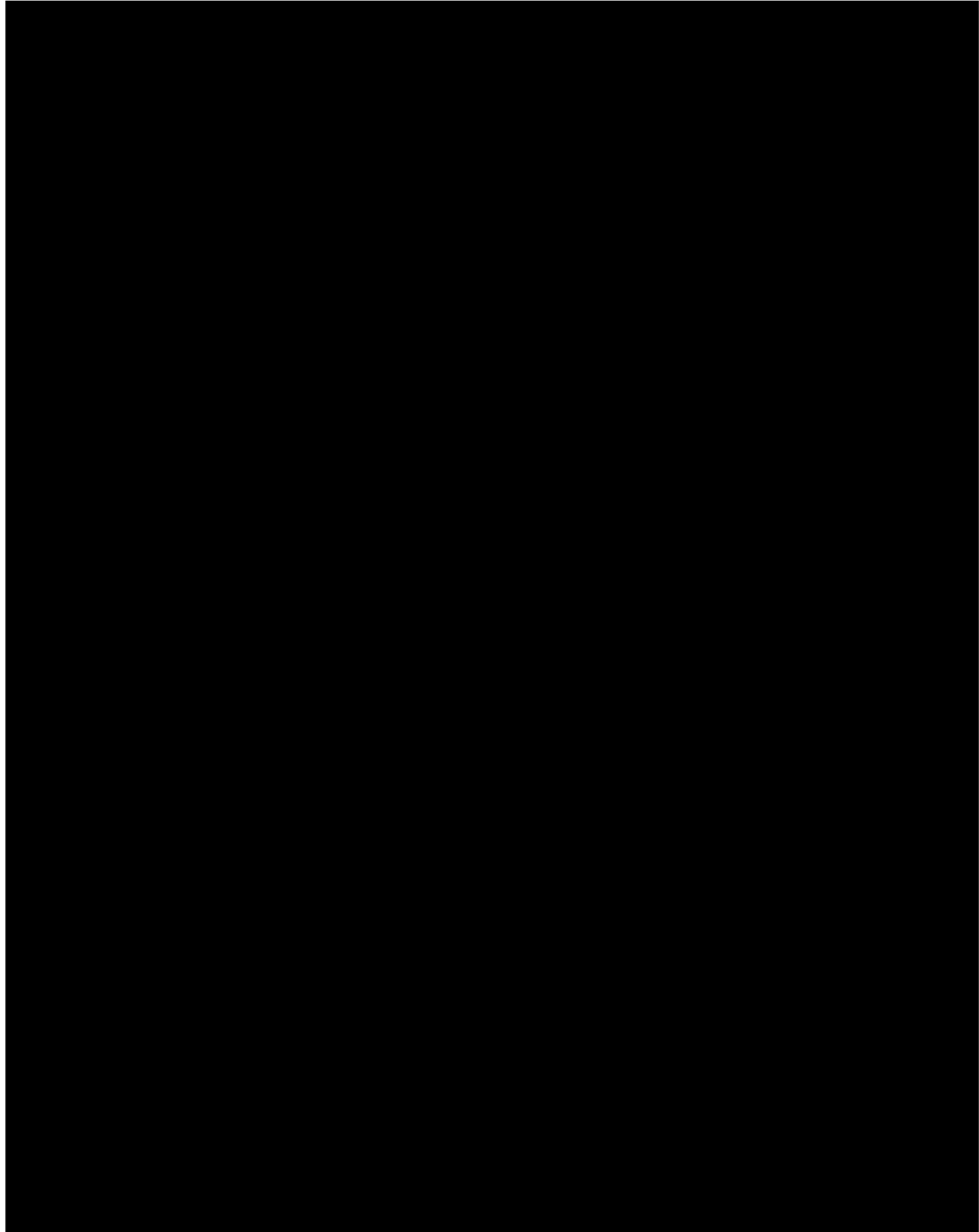
Dear Marco:

M. Arthur Gensler Jr. & Associates, Inc. a California Corporation ("Gensler"), is pleased to enter into this Agreement to provide product design consulting services as described herein for Arper SPA. ("Manufacturer") pursuant to the terms set forth in this letter ("Letter"), including the attached Standard Terms and Conditions (collectively, the "Agreement"). The following Letter of Agreement outlines the basic approach to creating the design for a multipurpose plastic chair.

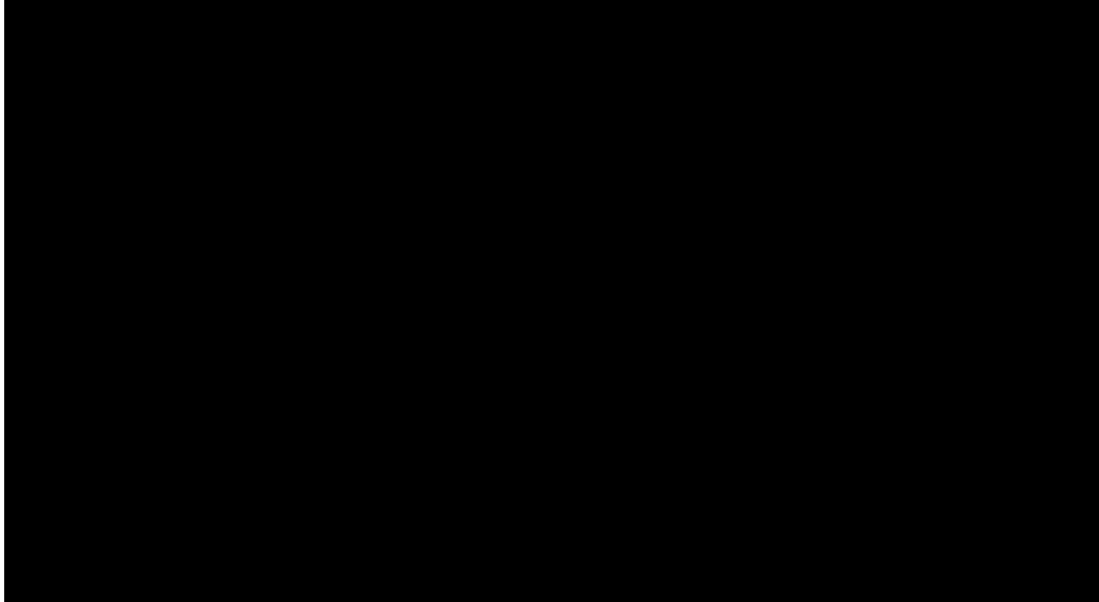


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#### **B. LICENSE**

**1. Grant.** Gensler grants to Manufacturer a non-transferable exclusive license to use the Designs (and, pursuant to Paragraph B-5, below, also to modify the Designs and use such modified Designs) to manufacture, sell and distribute the Actual Product anywhere in the world subject to the terms and conditions in this Agreement (the "License"), for the lifetime of product unless earlier terminated as provided below. Any modified Designs shall be subject to and used only in strict accordance with the terms of this Agreement. (The modified Designs, together with the Designs, may sometimes be collectively referred to as the "Designs.") This grant of license does not include any rights other than those explicitly identified above. Gensler, as the owner of all intellectual property rights in the Designs and Actual Product, retains the right to reproduce the Design and/or Actual Product in other mediums, to prepare derivative works based thereon, to distribute copies of the Designs, and to display the Designs publicly. Manufacturer will use its best efforts to sell the Actual Product.

As used in this Agreement:

(I) "Actual Product" means Base Products and Derivative Products.

(II) A "Base Product" is any product whose overall aesthetic design is the same as or substantially similar to the overall aesthetic design of one or more of the Designs.

(III) A "Derivative Product" is any product whose aesthetic design includes material or distinctive aesthetic design elements which are the same as or

substantially similar to aesthetic design elements of one or more of the Designs but is nonetheless not a Base Product.

(iv) Aesthetic design includes aesthetic design elements that are influenced by utilitarian considerations as well as ones that are not and aesthetic design elements that are original or novel as well as ones that are not.

**2. Assignments and Sublicenses.** Manufacturer will not assign, transfer or sublicense the License, or any of Manufacturer's rights or obligations under this Agreement to any person or entity without first obtaining Gensler's prior written consent. Gensler may withhold its consent at its sole discretion. Any assignment, transfer or sublicense in violation of the preceding sentence will be void, and in addition to such other remedies as may be provided in law or in equity, give Gensler the immediate right to terminate this Agreement and the License as provided below. In the event of any assignment, transfer or sublicense to which Gensler has consented in writing, Manufacturer will pay Gensler that amount which Gensler would have received if the Actual Product had been sold or transferred directly by the Manufacturer, or by the assignee, transferee or sublicensee, whichever is greater, and compensate Gensler for all additional fees, expenses, and legal costs incurred by Gensler in connection with the assignment, transfer or sublicense.

**3. Credits.** Manufacturer may use Gensler's name in advertisements, catalogs or other materials related to the Actual Product stating Gensler's role. This language can be agreed upon by both parties, but Gensler's role as the designer of the product must appear in publicly available mediums in a manner comparable to "Designed in collaboration with Gensler." However, Manufacturer will not represent or imply to others that Gensler or its directors, officers, employees or agents endorse, support or have any involvement with any of Manufacturer's other products, goods or services.

The Gensler name will be added to the website page for the product designed, Brochures and Cut Sheets. The Gensler logo font may not be used without prior written consent. The Gensler name and logo may not be used without prior written consent on any other materials, online content and social media.

**4. Marketing Support.** Gensler and its employees and agents will have no responsibility to assist Manufacturer with its marketing of the Actual Product, nor shall Gensler have any obligation to specify the Actual Product for any of its projects, however, Gensler shall have the right to review and approve or disapprove Manufacturer's marketing materials for the Actual Product.

**5. Decisions.** Gensler will have no control over, and will not be responsible for, any decisions made with respect to the manufacture, fabrication, installation, erection, or use of the Actual Product, including, but not limited to, engineering details, design strength, material strength and manufacturing techniques. With respect to any decision involving the aesthetics of the Actual Product, Manufacturer will seek the opinion of Gensler and consider such opinion before making any final decision; provided, however, if Gensler permits the use of its



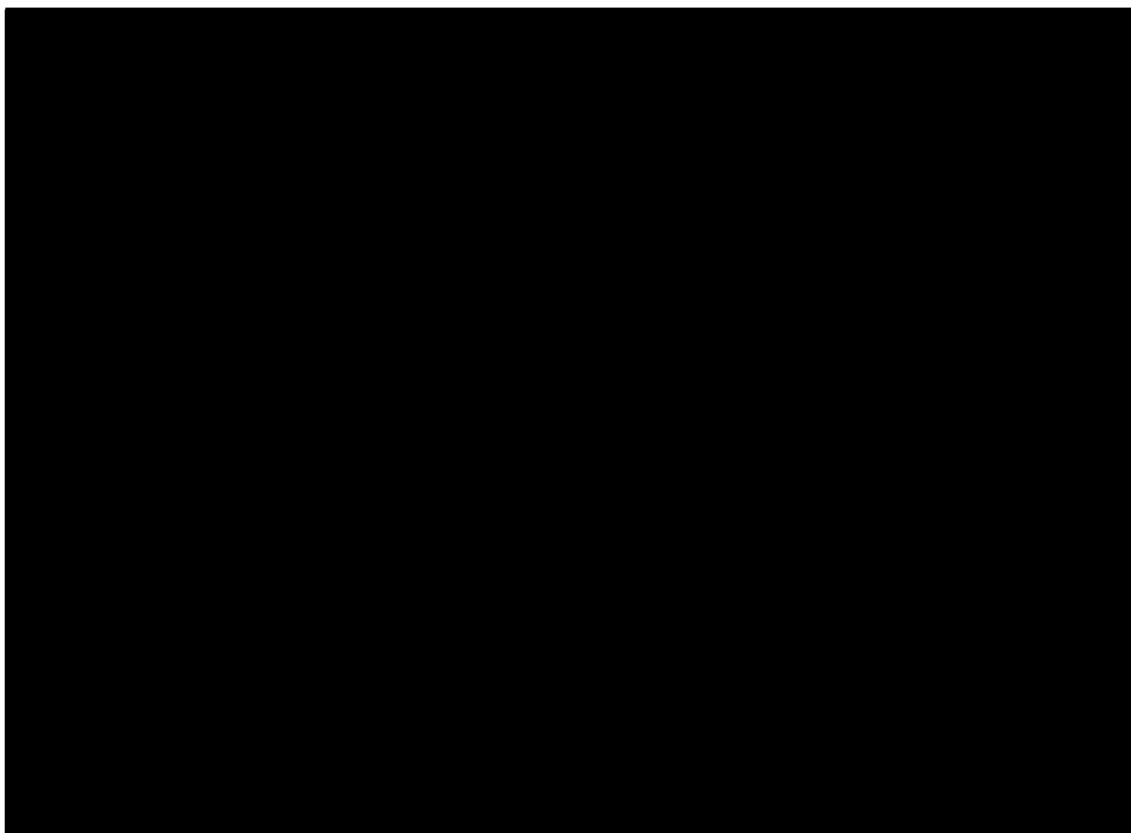
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name (or the name of its directors, officer, employees or agents) pursuant to Paragraph B-3, above, Gensler will make the final decision involving the aesthetics of the Actual Product.

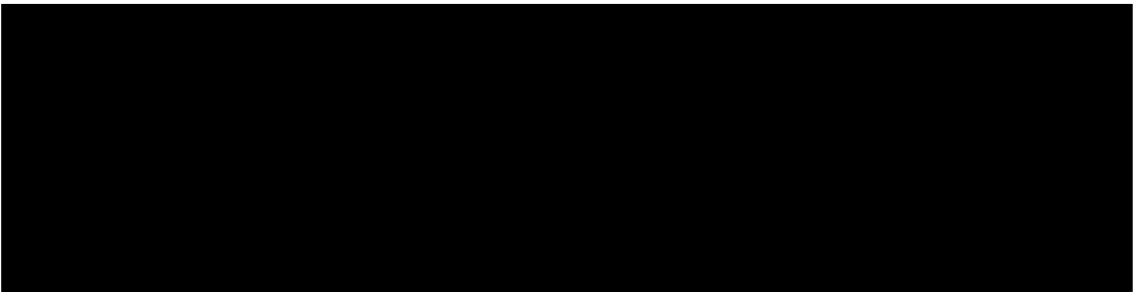
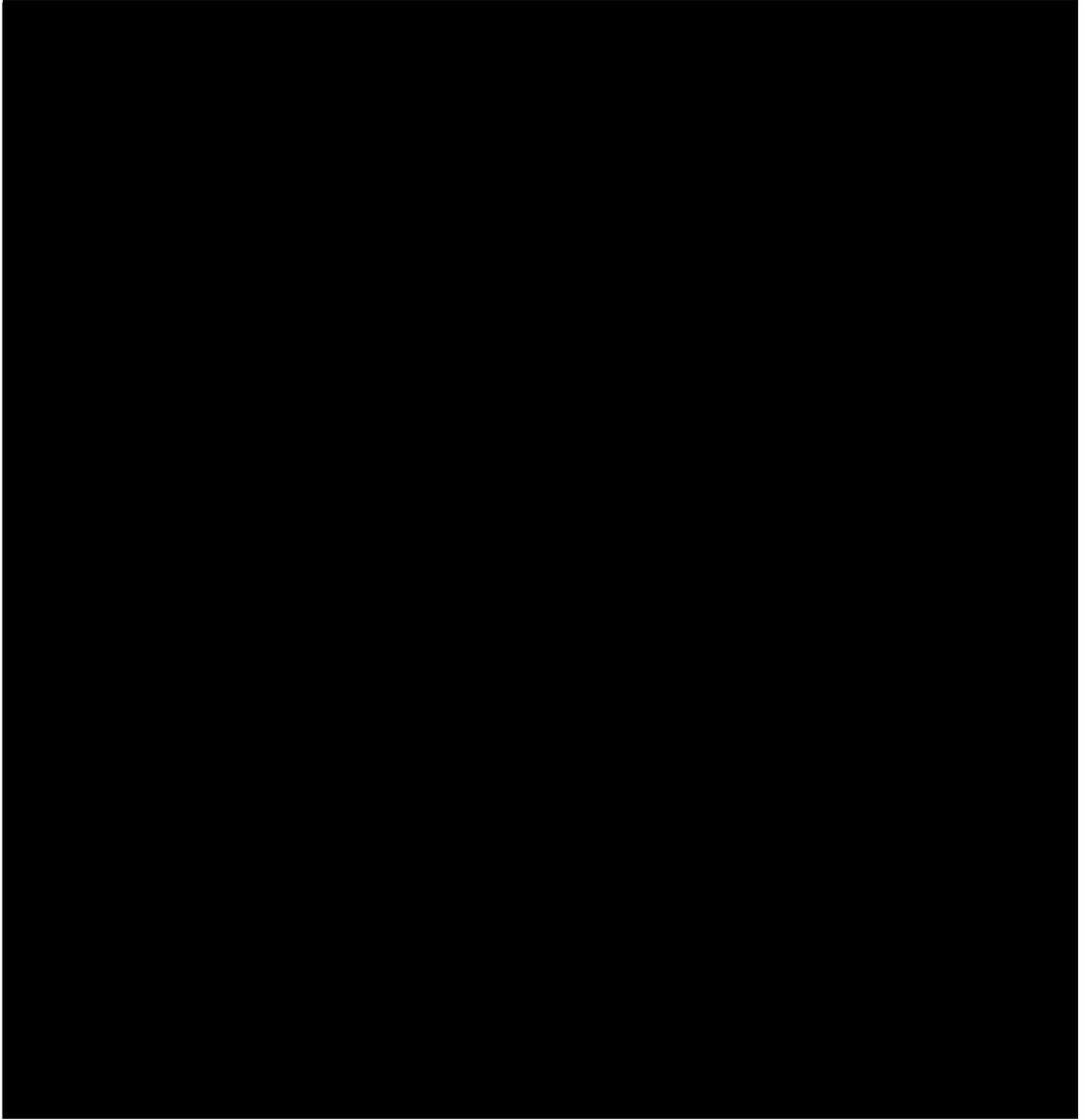
**6. No Copying; Notices.** Except as necessary for the manufacture and sale of the Actual Product, Manufacturer will not copy, disclose, distribute or disseminate the Designs, to any persons or entities other than Manufacturer's employees and other persons or entities on a need to know basis, at any time during the term of the License or at any time thereafter.

Manufacturer will reproduce and include Gensler's copyright notice, patent notice, trademark, service mark, or other proprietary markings and/or confidential legends, on any copies of the Designs made for internal use. Manufacturer agrees not to remove, deface or destroy any copyright notice, patent notice, trademark, service mark, or other proprietary markings and/or confidential legends, on any of the Designs circulated or otherwise used internally. On all copies of the Designs reproduced by Manufacturer for external use and distribution to third parties, e.g., product literature accompanying the Actual Product, Gensler's copyright notice, service mark, or other proprietary markings and/or confidential legends shall be removed and replaced with a notice of Manufacturer's status as the licensee of the Actual Product.



Handwritten signature or initials.

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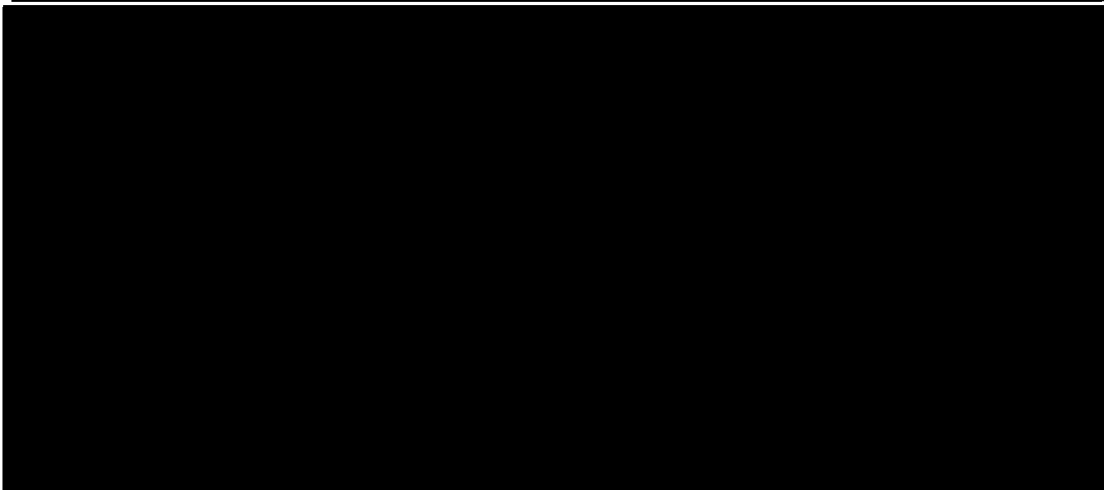
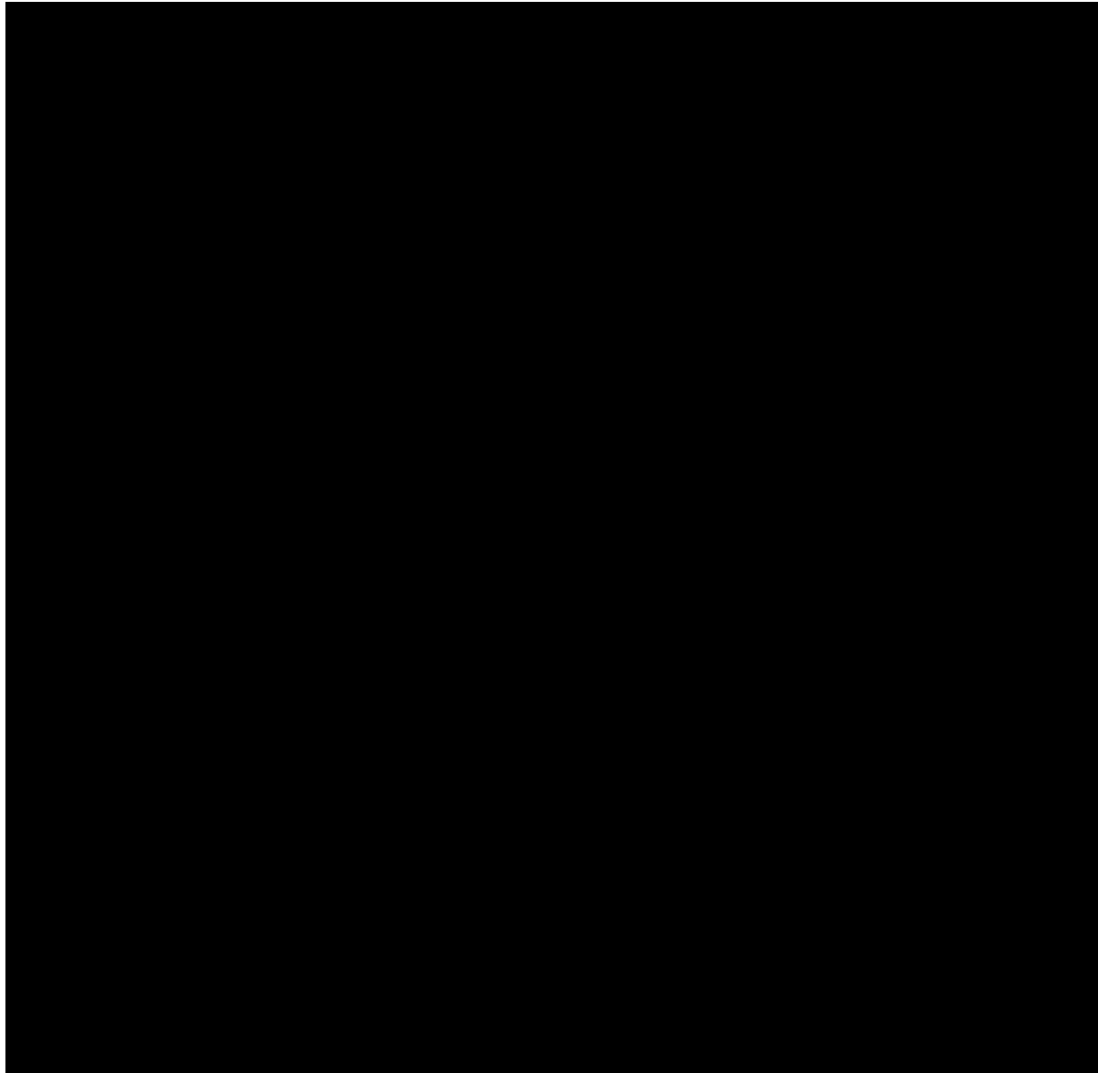


A handwritten signature or set of initials, possibly 'GJ', is written in the bottom right corner of the page.



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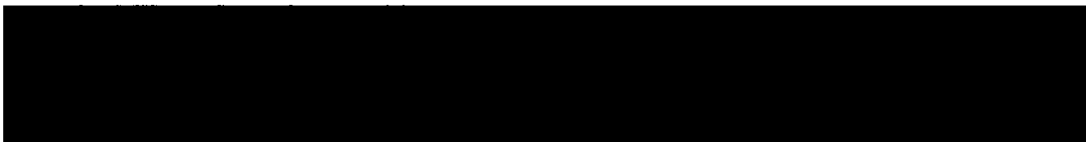
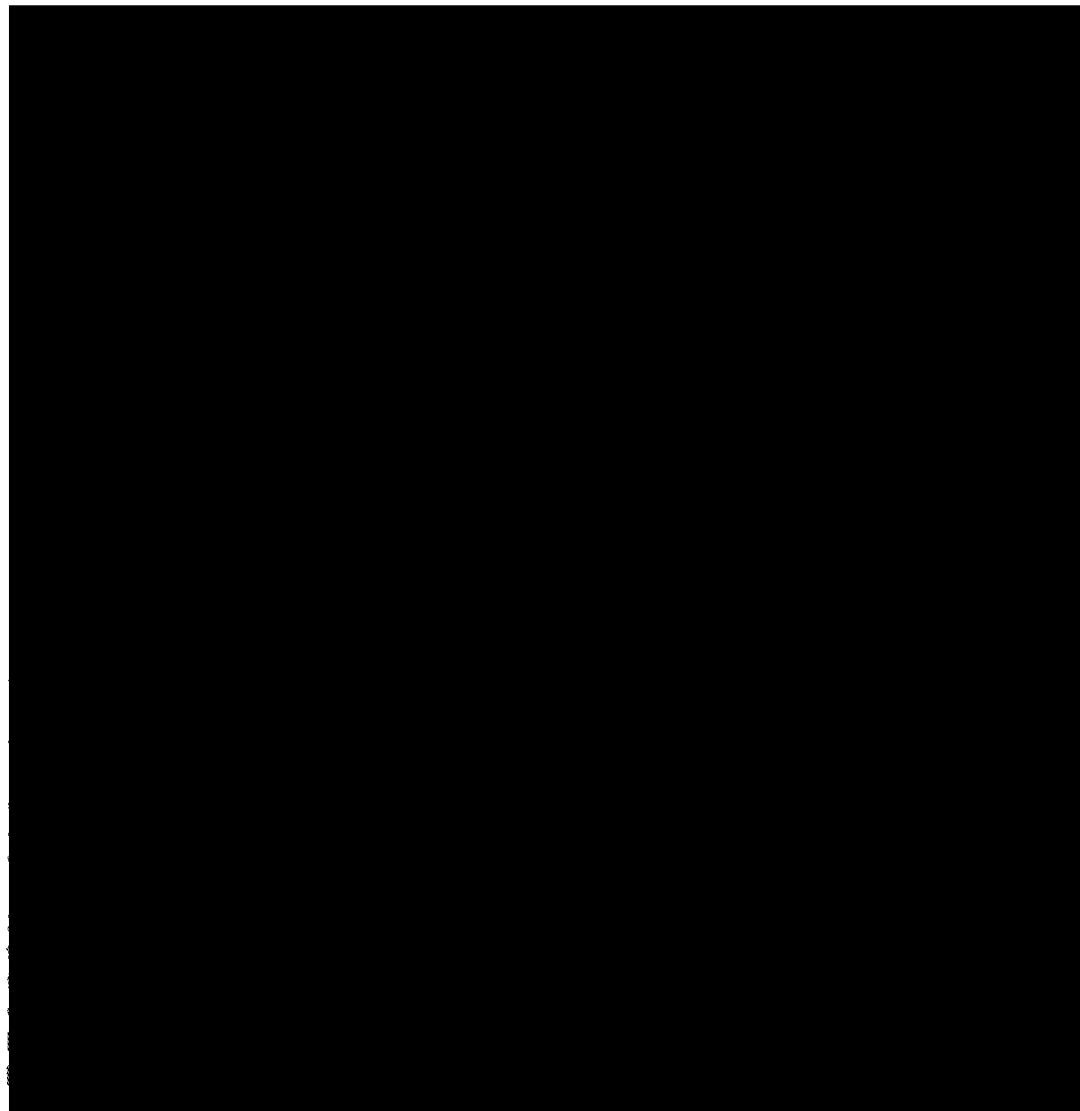
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F. TERMINATION

Gensler may elect to terminate this Agreement and the License granted herein immediately if:

A handwritten signature or set of initials, possibly "M/L", is written in the bottom right corner of the page.

**1. Events.**

i. Manufacturer does not manufacture and sell any Actual Product, or no Royalties are paid, within 18 months of the date Gensler completes its evaluation of the prototype of the Actual Product as provided in Paragraph A-4, above, or 12 months after this Agreement is executed by the parties, whichever occurs first; or

ii. During any 12 month period in which the License is in effect, starting from the 1<sup>st</sup> of January of the second year from which the License is in effect, the aggregate amount of all Royalties is less than \$25,000.

iii. Manufacturer discontinues the manufacture or sale of the Actual Product at any time; or

iv. Manufacturer fails to make any payment due pursuant to or otherwise breaches any other term of this Agreement, and does not cure such default within ten (10) days after Gensler notifies it of such default;

v. Manufacturer commences a voluntary proceeding under federal or state bankruptcy or insolvency law, has a decree or order for relief entered against it in an involuntary proceeding, has a receiver or similar person appointed for its business, makes an assignment for the benefit of its creditors, dissolves or liquidates its business, or otherwise ceases to do business;

vi. Manufacturer assigns, transfers or sublicenses the License or this Agreement, or attempts to do so, in contravention of this Agreement; or

vii. Manufacturer sells or otherwise transfers, including by consolidation, merger or reorganization, a majority of the voting stock of Manufacturer, if Manufacturer is a corporation, or any sale or other transfer of a majority of the ownership interests in Manufacturer, if Manufacturer is an entity other than a corporation.

**2. Effect.** At the time the next regular quarterly payment would otherwise be due as provided in Section C, above, Manufacturer will: a) pay Gensler for all amounts earned and Reimbursable Expenses incurred through the date of termination of this Agreement pursuant to Paragraphs C-5 and C-6 above; b) cease manufacturing the Actual Product; c) deliver to Gensler all the Designs, working drawings, patent and copyright information and all other similar information or materials related to the Design and/or the Actual Product; and d) if any patents, designs or copyrights relating to the Design and/or the Actual Product are obtained in Manufacturer's name, assign these rights to Gensler for the sum of one dollar (\$1.00). Manufacturer may dispose of its then-existing inventory of manufactured Actual Product, provided, however, that within ninety (90) days after Manufacturer's receipt of payment therefor, it will continue to pay Royalties with respect to the remaining inventory of the Actual Products sold, leased, transferred after termination of this Agreement.

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In the event of a termination, Gensler shall have no liability to Manufacturer or others for delay, damage or other consequential damages arising from such termination.

**3. Survival.** The following obligations will survive the termination of this Agreement: all provisions in this Agreement concerning ownership of intellectual property rights, Royalties, the interpretation of this Agreement, the remedies between the parties (including indemnification provisions), the maintenance of liability insurance, and the confidentiality obligations.

(THIS SECTION INTENTIONALLY LEFT BLANK)



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G. AGREEMENT AND ACCEPTANCE

Agreement. This Agreement is comprised of and incorporates the following documents in order of precedence: (1) this Letter of Agreement, and (2) the attached Standard Terms and Conditions for Product Design Consulting Services (STC-PD), dated 02/20/08. Where a portion of one document is amended by another of higher precedence, all applicable unmodified portions shall remain in effect.

Acceptance. If this letter and the attached Standard Terms and Conditions for Product Design Consulting Services" correctly set forth our understanding, please have an authorized officer indicate your acceptance, effective 07/31/2017, by signing in the space indicated below, returning both originals to Gensler for our countersignature.

By Gensler  
M. Arthur Gensler Jr. & Associates, Inc.  
A California Corporation

By Manufacturer  
Arper SPA

500 S. Figueroa, Los Angeles, CA 90071  
(Address)

VIA LOMBARDIA 16 MONTECEL (TV)  
(Address)

Rob Jernigan  
(Name of Signatory, Printed)

VINCENZO RIVIZENGO  
(Name of Signatory, Printed)

By [Signature]  
(Signature)

By [Signature]  
(Signature)

Co-Regional Managing Principal  
(Title)

CEO  
(Title)

6/14/18  
(Date)

(Date)

cc: Rob Jernigan, Gensler/Los Angeles